



# UNITED STATES FIDELITY AND GUARANTY COMPANY

## BALTIMORE · MARYLAND

No. 69118-07-1850-53

\$ 2,000.00

### Know all Men by these Presents:

That we THERON ASHCROFT  
of Cedar, Utah, as Principal and the UNITED STATES FIDELITY AND  
GUARANTY COMPANY, a corporation of Baltimore, Maryland, duly authorized to do a surety business  
in the State of Utah, as Surety, are held and firmly bound unto STATE OF UTAH

in the penal sum of TWO THOUSAND AND NO/100 - - - - -  
Dollars (\$ 2,000.00 )  
lawful money of the United States for the use of whomsoever it may concern, for which sum well and  
truly to be paid, the said Principal hereby binds himself, his heirs, executors, administrators and assigns,  
and the said Surety binds itself, and successors, jointly and severally, firmly by these presents.

In Witness Whereof, the said Principal hereunto sets his hand and said Surety has caused these  
presents to be signed this 16th day of July, 19 53.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the above bounden  
Principal has been duly appointed to the office of Water Commissioner  
in and for Coal Creek Distribution System  
for a term of one year, beginning on July 16, 19 53,  
and ending on July 16, 19 54.

Now, Therefore, if the said THERON ASHCROFT  
shall well, truly and faithfully perform all official duties now required of him by law and also such  
additional duties as may be imposed on him by any law of the State, subsequently enacted, and if he  
shall account for and, except as hereinafter provided, pay over and deliver to the person or officer entitled  
to receive the same, all moneys or other property that may come into his hands as such Water  
Commissioner, then this obligation to be null and void and of no effect; otherwise to be  
and remain in full force and virtue.

It is understood and agreed, and this bond is given and accepted on the condition and subject to the  
provision that the Surety shall in no way be held liable for any loss, costs, damages or expenses of any  
kind resulting from the failure or insolvency of any bank in which funds have been deposited, when  
such bank has been designated by the State Depository Board pursuant to the provisions of Chapter 47,  
Session Laws of Utah, 1933, as a regular depository or limited depository; and any failure of the  
Principal to pay over or deliver any moneys lost by reason of the failure or insolvency of any such bank  
shall not constitute a breach of the condition of this bond.

It is further understood and agreed that the Surety may, if it shall so elect, cancel this bond by  
giving thirty (30) days notice in writing to State of Utah

and this bond shall be deemed canceled  
at the expiration of said thirty (30) days, the Surety remaining liable for all or any act or acts covered  
by this bond, which may have been committed by the Principal up to the date of such cancellation; and  
the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the  
premium paid, less a pro rata part thereof for the time this bond shall have been in force.

WITNESS:

Charles J. Conroy Theron Ashcroft

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Barton L. Hickey  
Attorney-in-Fact

Salt Lake 108 12-42

APPROVED AS TO FORM:

E. R. CALLISTER

ATTORNEY GENERAL

AUG 4 1953

Peter J. Brown  
Paid by check No. 146, No. 10.3-196 Aug. 5, 1953



OFFICIAL OATH

STATE OF UTAH  
COUNTY OF IRON

ss

I do solemnly swear that I will support the Constitution of the United States, and the Constitution

and Laws of this State; that I will faithfully discharge all the duties of the office of Water Commissioner

for Coal Creed Distribution System to the best of my ability. So help me God.

*Theron Jackson*

Subscribed and sworn to before me this 23rd day of July 1953

*Clarence Brown*



STATE OF UTAH  
CITY AND COUNTY OF SALT LAKE,

} SS:

BURTON S. TINGEY

being first duly sworn,

on oath deposes and says, that he is the attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and that he is duly authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

*Burton S. Tingey*

Subscribed and sworn to before me July 16, 1953  
(Date)

*Chara Johnson*  
Notary Public

My commission expires MAY 18 1954